



# LICENSEE AGREEMENT

**THIS AGREEMENT IS BETWEEN** the State of Utah, Governor's Office of Economic Development (the STATE) and \_\_\_\_\_ (GRANT RECIPIENT), a for profit Company whose corporate address is , , ; Federal Tax ID#

**THE GENERAL PURPOSE OF THIS AGREEMENT** is to provide grant funding to facilitate the commercialization of a technology being developed at \_\_\_\_\_ (the "Institution") and licensed by GRANT RECIPIENT.

**BY ACCEPTING TCIP GRANT FUNDS, GRANT RECIPIENT HEREBY AGREES TO THE FOLLOWING:**

- a) **The TCIP Terms and Conditions - Licensee** which is hereto attached, as well as all other TCIP related terms, conditions, instructions and guidelines found on the TCIP website at <http://www.goed.utah.gov/programs/TCI/Centers-of-excellence-forms-guidelines>, are hereby incorporated by reference.
- b) **To perform the work** outlined in GRANT RECIPIENT'S Proposal submitted to the STATE during and for the **TCIP FY- \_\_\_\_\_ Round \_\_\_\_\_** grant solicitation, and to comply with the information and work plan proposed therein.
- c) **Authorization to Disclose Records:** GRANT RECIPIENT shall sign, notarize and return to the STATE, the attached Authorization to Disclose Records that authorizes the Utah Tax Commission to provide the STATE with GRANT RECIPIENT Company's tax records as needed by the STATE.
- d) **Grant Amount:** GRANT RECIPIENT accepts a TCIP grant award of \$ \_\_\_\_\_ which represents the maximum grant amount awarded under this Agreement
- e) **Grant Disbursement Period:** TCIP Grant funds shall be disbursed during the period shown below, unless extended in writing by the STATE. Beginning date: \_\_\_\_\_. Ending date: \_\_\_\_\_.
- f) **Agreement Period:** This Agreement shall remain in effect until all obligations of this Agreement have been performed by GRANT RECIPIENT or for a maximum of five (5) years from the date the shown below. Beginning date: \_\_\_\_\_. Ending date: \_\_\_\_\_.

**ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:**

- Attachment A – State of Utah Standard Terms and Conditions
- Attachment B – TCIP Standard Terms & Conditions – Licensee
- Attachment C – GRANT RECIPIENT'S Proposal to the STATE referenced above (Incorporated by reference)

**BY SIGNING THIS AGREEMENT, GRANT RECIPIENT HEREBY ACKNOWLEDGES THAT GRANT RECIPIENT HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS AGREEMENT.**

**GRANT RECIPIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
TCIP Program Director

\_\_\_\_\_  
Date

## Authorization to Disclose Records

\_\_\_\_\_, a for-profit corporation, (the “Company”) registered and qualified to conduct business in Utah, authorizes the Utah State Tax Commission (“USTC”) to provide the Governor’s Office of Economic Development with copies of returns and reports filed by the Company with USTC:

1. For the tax period ending \_\_\_\_\_ and for up to five years from date of this Agreement.

By: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Notarized Signature:

\_\_\_\_\_

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multi-Step Process.

### 5.1 Status Verification System

1. Each Offeror and each person signing on behalf of any Offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
21. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest

on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card).

22. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
23. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
24. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
25. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
26. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
27. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
28. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 July 2011)

**ATTACHMENT B**  
**TCIP STANDARD TERMS AND CONDITIONS – LICENSEE**

1. **SCOPE OF WORK AND USE OF FUNDS:** The scope of work for this Agreement shall be the GRANT RECIPIENT’S Proposal submitted to the State and referenced on the cover page of this Agreement which is hereby incorporated by reference.

GRANT RECIPIENT agrees to actively work to take to market and successfully build a company around the technology supported by this Agreement. This includes raising necessary funds, developing customers, pursuing Federal, State and corporate contracts and other activities would be as pursued by a prudent business person to move the technology into the commercial market.

2. **NATURE OF COMPANY:** The GRANT RECIPIENT is a company which is headquartered in Utah and is a licensee of a technology developed at the Institution specified in the Proposal. GRANT RECIPIENT understands that a fully executed license with the Institution must be in place before TCIP funds can be disbursed.

3. **SCHEDULE OF PAYMENT:** TCIP grant funds shall be disbursed as follows:

- a) Up to 50% of grant funds, proportionate to matching funds available. The STATE considers the acquisition of 50% matching funds to be GRANT RECIPIENT’S first milestone.
- b) Balance of grant funds shall be disbursed upon receipt of full matching funds and the completion of at least one milestone outlined in the Proposal, or other significant milestone.

In no event shall payments exceed the total Grant amount provided for in this Agreement. Funds shall be disbursed within 30 days of the receipt of an invoice from GRANT RECIPIENT, providing all required invoicing documentation is submitted and approved by the TCIP Director. A license with the Institution for the technology specified in the Proposal must be in place before funds can be disbursed. Proof of matching funds shall be provided by GRANT RECIPIENT in the form of bank statements.

4. **INVOICING:** Invoices shall be submitted to the STATE electronically, via the TCIP website. A link to the online portal will be sent to GRANT RECIPIENT upon the completion of the processing of this Agreement.
5. **FOUNDER COMPENSATION:** A “Significant Founder” is hereby defined as any individual who received 10% or more of the founding shares of the Company or who held 10% or more of the shares of the Company after the execution of the license with the Institution. An amount equal to not more than 50% of the sum of TCI funding, may be used for compensation for a significant founder who is wholly committed to the GRANT RECIPIENT Company (meaning, they do not have other regular employment of more than 49% time, or just under 20 hours per week). Significant Founders who are not wholly committed to the GRANT RECIPIENT Company (meaning that they have other regular employment of more than 49% time) may not receive compensation from the TCIP grant funds. If there are two significant founders, the TCIP Director may approve up to 100% of the TCIP grant funds to be used for Significant Founder compensation, provided there is a mix of skills between the two Significant Founders that is required for the success of the Company (such as business skills in one Significant Founder and technical skills in another Significant Founder). Founder compensation shall be below market rate for a comparable industry position.
6. **PURCHASING:** GRANT RECIPIENT shall, upon request, provide the STATE with documentation sufficient to establish that purchases made utilizing the grant funds AND related matching funds provided under this Agreement, have been made on behalf of the Company in furtherance of the Company’s Proposal to the STATE.
7. **MATCHING FUNDS:** For every \$1 of TCIP grant funds, another \$1 is required from any of the following sources:
- Revenue that is substantially related to the licensed technology and proposed business plan
    - This includes revenue-producing State contracts (i.e. the State is a customer)

- Federal funds such as SBIR/STTR grants or contracts
- Founder cash contributions
- Outside/"arm's length" equity funding (cash)

The following cannot be used as matching funds for this grant:

- Loans or debt-financing instruments
- "In kind" contributions
- State-supported university contributions and other STATE grants
- Grants to university teams

The TCIP Director may require GRANT RECIPIENT to provide additional documentation to establish the appropriateness of the matching funds and the validity of their delivery to the GRANT RECIPIENT. Matching funds can be obtained and expended on the technology supported by this Agreement at any time during the Grant Disbursement Period shown on the cover page of this Agreement and up to 12 months prior to the start date of that period.

- 8. MANAGEMENT TEAM:** GRANT RECIPIENT understands that their selection as a grant recipient is due in part to the strength of the Company's management team. GRANT RECIPIENT acknowledges that any change in the GRANT RECIPIENT management team could significantly diminish GRANT RECIPIENT'S ability to fulfill the requirements of this Agreement and related Proposal. Therefore, GRANT RECIPIENT shall immediately inform the STATE if the GRANT RECIPIENT intends to make changes to its management team. If the STATE does not approve the change due to the STATE's concern that the change will diminish GRANT RECIPIENT'S ability to fulfill this Agreement, then the STATE may require a return of the entire Grant or a portion thereof.
- 9. TIME IN STATE:** GRANT RECIPIENT understands that the Company and technology developed in relation to its Proposal to the STATE must remain in the State of Utah for at least five (5) years from the date of this Agreement.

In particular, the Company must maintain a manufacturing or service location in the STATE from which the Company exploits the technology supported by this Agreement. If the Company initially maintains a manufacturing or service location in the STATE, but within five (5) years after issuance of the grant covered under this Agreement, transfers said manufacturing or service location to an out of State location, then a pro rata amount of the grant must be returned to the STATE. These guidelines also apply to the "out licensing" or sub-licensing of a significant field of use of the supported technology, even if the Company itself stays in Utah.

- 10. TECHNOLOGY:** GRANT RECIPIENT agrees to use the grant funds to support the commercialization of the technology outlined in GRANT RECIPIENT'S Proposal and understands that any changes to the specific technology or Proposal without prior approval from the STATE, may result in the State demanding a return of the grant.
- 11. NOTICE:** GRANT RECIPIENT agrees to immediately notify the STATE if during the course of this agreement a change or reorganization occurs in the Company which affects the Company's mission or ability to perform under the terms and conditions of this Agreement. Changes or reorganizations that require notification to the STATE include but are not limited to the following:
  - a) Change in status and/or standing of the Management Team
  - b) Any other change or reorganization that the GRANT RECIPIENT reasonably expects would be of interest or value to the STATE in the administration of this Agreement.
  - c) Any offer or plan to move the Company or technology out of STATE, including acquisition, merger or corporate relocation.

Failure to notify the State of any of the above changes may result in the State demanding a return of the grant.

- 12. BREACH OF AGREEMENT:** The STATE reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Agreement and pay no further funds, in the event that GRANT

RECIPIENT breaches any of the terms of this Agreement. Repayment of the grant shall come from any unspent grant funds or related matching funds or from the proceeds of the technology supported under this Agreement.

- 13. ENTREPRENEUR MENTORING:** GRANT RECIPIENT agrees to participate in the TCIP Entrepreneurial Mentoring Program when it is established. The program will include elements such as online (web-based) training and advice and support from experienced entrepreneur mentors. GRANT RECIPIENT will be expected to invest a minimum of 2 hours each week on average in the mentoring program during the period of this Agreement or other time period as deemed necessary and appropriate by the TCI Program Director to effectuate this Agreement and the Proposal. The goal of the mentoring program is to accelerate the success of TCIP GRANT RECIPIENTS by providing insights from experienced entrepreneurs and entrepreneurial training materials. The TCIP Director at their discretion may exempt a GRANT RECIPIENT whose principal is a serial entrepreneur such as an entrepreneur who has risen outside investor funding of at least \$500,000 and has had a successful exit such as a merger, acquisition or IPO.
- 14. AUDIT:** GRANT RECIPIENT shall allow STATE auditors to make audits and inspections of all records relating to this Agreement. GRANT RECIPIENT shall make available for audit and inspection, the records of expenditures relating to this Agreement until all STATE audits are completed, or for period of up to (5) years from the date of this Agreement. GRANT RECIPIENT shall refund to the STATE any funds spent that did not meet the requirements of this Agreement and determined by audit to be ineligible under the terms hereof or in accordance with STATE and Federal law.
- 15. STATE CONTACT PERSON:** The STATE designates the current Director of the Technology Commercialization and Innovation Program or their successor as well as the TCIP Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the GRANT RECIPIENT on an ongoing basis. The contact person will provide the GRANT RECIPIENT with guidelines, standards, procedures, and reporting requirements on which the STATE will review progress and evaluate performance hereunder.
- 16. REPORTS:** Upon request, GRANT RECIPIENT shall make verbal and/or written reports to the TCIP Director, Utah Governor's Office of Economic Development and GOED Board, TCIP Advisory Council, State Science Advisory Council and the Legislature, on either the Company individually, or as one of a consortium of companies under GRANT RECIPIENT'S control, so that the STATE may discharge its responsibility to monitor the Company and evaluate its achievements.

GRANT RECIPIENT shall submit to the STATE a written report of activities, achievements and expenses of the Company no later than 12 months after the date of this Agreement using the template provided on the TCIP website or by the TCI Program staff. Additionally, GRANT RECIPIENT will comply with the STATE's request for information pertaining to the Company's economic impact and all other matters pertinent to this Agreement to the STATE, at least annually for up to five (5) years from date of this Agreement.
- 17. EVALUATION:** The STATE reserves the right to conduct an ongoing, independent evaluation of the activities covered by this Agreement. This evaluation may employ qualitative as well as concrete measures of outcomes. The STATE reserves the right to engage consultants or others to carry out this evaluation. GRANT RECIPIENT agrees to allow the STATE or its representative's access to, and will make available, its personnel, facilities, records, and sponsors, subject to reasonable notice. In addition, GRANT RECIPIENT shall provide to the STATE, within 30 days of a written request, information regarding other Proposal features, activities, and outcomes, if such information is needed to carry out the STATE's economic development efforts.
- 18. PATENTS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS:** Patents, Copyrights and other Intellectual Property Rights derived from inventions conceived or rights first reduced to practice in the course of research conducted by personnel of the Company shall belong to the GRANT RECIPIENT or to the Institution, as appropriate in relation to the Company's licensee agreement with the Institution. Additionally, the STATE shall not hold an equity position in the Company.
- 19. AUTHORIZATION TO DISCLOSE RECORDS:** GRANT RECIPIENT agrees to sign an Authorization to

Disclose Records to authorize the Utah STATE Tax Commission to provide the Governor's Office of Economic Development with copies of returns and reports filed by the Company for five (5) years from date of this Agreement. This signed Authorization must be returned to the STATE prior to disbursement of grant funds to GRANT RECIPIENT.